

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

**[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

This Action came before the Court for hearing on **April 4, 2025** to determine the fairness of the proposed Settlement presented to the Court and the subject of this Court's Order Consolidating Actions, Granting Preliminary Approval of Class Action Settlement, Preliminarily Certifying a Class for Settlement Purposes, Approving Form and Manner of Class Notice, and Scheduling a Fairness Hearing. Due notice having been given and the Court having been fully advised in the premises,

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

Except as otherwise defined herein, all capitalized terms used in this Final Order

1 and Judgment shall have the same meaning as ascribed to them in the Settlement  
2 Agreement executed by counsel on behalf of Plaintiffs, all Class Members, and  
3 Defendants, respectively.

4 1. The Court has jurisdiction over the subject matter of the Action and over all  
5 Settling Parties, including all members of the Settlement Class.

6 2. For the sole purpose of settling and resolving the Class Action, the Court certifies  
7 the Action as a class action pursuant to Rules 23(a) and (b)(1) of the Federal Rules of  
8 Civil Procedure. The Settlement Class is defined as:

9 All persons who participated in the Plan at any time from March 11, 2014 through  
10 October 11, 2024 ("Class Period"), including any Beneficiary of a deceased  
11 Person who participated in the Plan at any time during the Class Period, and any  
12 Alternate Payee of a Person subject to a QDRO who participated in the Plan at  
13 any time during the Class Period. Excluded from the Settlement Class are  
14 Defendants and their Beneficiaries.

15 3. The Court finds for the sole purpose of settling and resolving the Action that:

16 a. as required by FED. R. CIV. P. 23(a)(1), the Settlement Class is  
17 ascertainable from records kept with respect to the Plan and from other  
18 objective criteria, and the Settlement Class is so numerous that joinder of  
19 all members is impracticable;

20 b. as required by FED. R. CIV. P. 23(a)(2), there are one or more questions of  
21 law and/or fact common to the Settlement Class;

22 c. as required by FED. R. CIV. P. 23(a)(3), the claims of the Plaintiffs are  
23 typical of the claims of the Settlement Class that the Plaintiffs seek to  
24 certify;

25 d. as required by FED. R. CIV. P. 23(a)(4), that the Plaintiffs will fairly and  
26 adequately protect the interests of the Settlement Class in that: (i) the  
27 interests of the Named Plaintiffs and the nature of the alleged claims are  
28 consistent with those of the Settlement Class members; and (ii) there

1 appear to be no conflicts between or among the Plaintiffs and the  
2 Settlement Class;

3 e. as required by FED. R. CIV. P. 23(b)(1), the prosecution of separate actions  
4 by individual members of the Settlement Class would create a risk of: (i)  
5 inconsistent or varying adjudications as to individual Settlement Class  
6 members that would establish incompatible standards of conduct for the  
7 parties opposing the claims asserted in this Action; or (ii) adjudications as to  
8 individual Settlement Class members that, as a practical matter, would be  
9 dispositive of the interests of the other members not parties to the individual  
10 adjudications, or substantially impair or impede the ability of such persons  
11 to protect their interests; and

12 f. as required by FED. R. CIV. P. 23(g), Class Counsel are capable of fairly  
13 and adequately representing the interests of the Settlement Class, and that  
14 Class Counsel: (i) have done appropriate work identifying or investigating  
15 potential claims in the Action; (ii) are experienced in handling class actions;  
16 and (iii) have committed the necessary resources to represent the  
17 Settlement Class.

18 4. The Court hereby appoints Plaintiffs Gregor Miguel, Amanda Bredlow, Chris  
19 Simonelli, David Villarreal, Joseph Douillard, Marc Runyard, Mark Tracey and Robert  
20 Ramirez as Class Representatives for the Settlement Class and Capozzi Adler, P.C. as  
21 Class Counsel for the Settlement Class.

22 5. The Court hereby finds that the Settlement Class has received proper and  
23 adequate notice of the Settlement, the Fairness Hearing, Class Counsel's application for  
24 attorneys' fees and reimbursement of litigation costs and for Case Contribution Awards to  
25 Plaintiffs, and the Plan of Allocation, such notice having been given in accordance with  
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1 the Preliminary Approval Order. Such notice included individual notice to all members of  
2 the Settlement Class who could be identified through reasonable efforts, as well as notice  
3 through a dedicated Settlement website on the internet, and provided valid, due, and  
4 sufficient notice of these proceedings and of the matters set forth in this Order, and  
5 included sufficient information regarding the claims procedure for Former Participants,  
6 Beneficiaries, and Alternate Payees without Active Accounts and the procedure for the  
7 making of objections. Such notice constitutes the best notice practicable under the  
8 circumstances and fully satisfies the requirements of FED. R. CIV. P. 23 and the  
9 requirements of due process.

10  
11 6. The Court hereby approves the Settlement and hereby orders that the Settlement  
12 shall be consummated and implemented in accordance with its terms and conditions.

13  
14 7. Pursuant to FED. R. CIV. P. 23(e), the Court finds that the Settlement embodied in  
15 the Settlement Agreement is fair, reasonable and adequate to the Plan and the  
16 Settlement Class, and more particularly finds that:

17  
18 a. The Settlement was negotiated vigorously and at arm's-length by Defense  
19 Counsel, on the one hand, and Plaintiffs and Class Counsel on behalf of the  
20 Settlement Class, on the other hand;

21 b. Plaintiffs and Defendants had sufficient information to evaluate the  
22 settlement value of the Action;

23 c. If the Settlement had not been achieved, Plaintiffs and the Settlement Class  
24 faced the expense, risk, and uncertainty of extended litigation;

25 d. The amount of the Settlement – one million three hundred fifty thousand  
26 dollars (\$1,350,000.00) is fair, reasonable, and adequate, taking into  
27 account the costs, risks, and delay of trial and appeal. The method of  
28 distributing the Settlement Fund is efficient and requires no filing of claims

1 for participants, Beneficiaries, and Alternate Payees with Active Accounts,  
2 and requires only a modest Former Participant Claim Form for Former  
3 Participants, Beneficiaries, and Alternate Payees without Active Accounts.  
4 The Settlement terms related to attorneys' fees do not raise any questions  
5 concerning fairness of the Settlement, and there are no agreements, apart  
6 from the Settlement, required to be considered under FED. R. CIV. P.  
7 23(e)(2)(C)(iv). The Class Settlement Amount is within the range of  
8 settlement values obtained in similar cases;

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10 e. At all times, Plaintiffs and Class Counsel have acted independently of  
11 Defendants and in the interest of the Settlement Class; and  
12 f. There were no objections to the Settlement.

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14 8. The Plan of Allocation is finally approved as fair, reasonable, and adequate. The  
15 Settlement Administrator shall distribute the Net Settlement Amount in accordance with  
16 the Plan of Allocation and the Settlement Agreement. The Settlement Administrator shall  
17 have final authority to determine the share of the Net Settlement Amount to be allocated  
18 to each Class Member in accordance with the Plan of Allocation approved by the Court.

19 9. All requirements of the Class Action Fairness Act, 28 U.S.C. § 1711, et seq., have  
20 been met.

21 10. The releases and covenants not to sue set forth in the Settlement Agreement,  
22 together with the definitions contained in the Settlement Agreement relating thereto, are  
23 expressly incorporated herein in all respects. The releases are effective as of the  
24 Settlement Effective Date. Accordingly, the Court orders that, as of the Settlement  
25 Effective Date, the Plan, the Class Representatives, and the Class Members (and their  
26 respective heirs, beneficiaries, executors, administrators, fiduciaries, estates, past and  
27 present partners, officers, directors, predecessors, successors, assigns, agents, and  
28 attorneys) hereby fully, finally, and forever settle, release, relinquish, waive, and

1 discharge all Released Parties from all Released Claims, regardless of whether any  
2 Class Member may discover facts in addition to or different from those which the Class  
3 Members or Class Counsel now know or believe to be true with respect to the Class  
4 Action and the Released Claims; regardless of whether any Class Member receives a  
5 monetary benefit from the Settlement, actually received the Settlement Notice, filed an  
6 objection to the Settlement or to any application by Class Counsel for an award of  
7 Attorneys' Fees and Expenses; and regardless of whether the objections or claims for  
8 distribution of any such Class Member have been approved or allowed.

9       11. The Plan, the Class Representatives, and Class Members (and their respective  
10 heirs, beneficiaries, executors, administrators, fiduciaries, estates, past and present  
11 partners, officers, directors, predecessors, successors, assigns, agents, and attorneys)  
12 hereby settle, release, relinquish, waive, and discharge any and all rights or benefits they  
13 may now have, or in the future may have, under any law relating to the releases of  
14 unknown claims.

15       12. The Plan, the Class Representatives, and the Class Members (and their  
16 respective heirs, beneficiaries, executors, administrators, fiduciaries, estates, past and  
17 present partners, officers, directors, predecessors, successors, assigns, agents, and  
18 attorneys), acting individually or together, or in combination with others, are hereby  
19 permanently and finally barred and enjoined from suing the Released Parties in any  
20 action or proceeding alleging any of the Released Claims.

21       13. Each Class Member hereby releases the Released Parties, Defense Counsel,  
22 and Class Counsel for any claims, liabilities, and attorneys' fees and expenses arising  
23 from the allocation of the Gross Settlement Amount or Net Settlement Amount and for all  
24 tax liability and associated penalties and interest as well as related attorneys' fees and  
25 expenses, regardless of whether any Class Member may discover facts in addition to or  
26 different from those which the Class Members or Class Counsel now know or believe to  
27 be true with respect to the Class Action and the Released Claims; regardless of whether  
28 any Class Member receives a monetary benefit from the Settlement, actually received the

1 Settlement Notice, filed an objection to the Settlement or to any application by Class  
2 Counsel for an award of Attorneys' Fees and Expenses; and regardless of whether the  
3 objections or claims for distribution of any such Class Member have approved or allowed.

4 14. The Miguel Complaint and the Simonelli Complaint and all Released Claims  
5 asserted therein in the Action are hereby dismissed with prejudice and without costs to  
6 any of the Settling Parties and Released Parties other than as provided for in the  
7 Settlement Agreement.

8 15. The Court shall retain exclusive jurisdiction to resolve any disputes or challenges  
9 that may arise as to the performance of the Settlement Agreement or any challenges as  
10 to the performance, validity, interpretation, administration, enforcement, or enforceability  
11 of the Settlement Notice, Plan of Allocation, this Final Order and Judgment, or the  
12 Settlement Agreement or the termination of the Settlement Agreement. The Court shall  
13 also retain exclusive jurisdiction and rule by separate Order with respect to all  
14 applications for awards of attorneys' fees and Case Contribution Awards to Plaintiffs, and  
15 reimbursements of litigation costs, submitted pursuant to the Settlement Agreement.

16 16. Any motion to enforce this Final Order and Judgment or the Settlement  
17 Agreement, including by way of injunction, may be filed in this Court, and the provisions  
18 of the Settlement Agreement and/or this Final Order or Judgment may also be asserted  
19 by way of an affirmative defense or counterclaim in response to any action that is  
20 asserted to violate the Settlement Agreement.

21 17. In the event that the Settlement Agreement is terminated, in accordance with its  
22 terms, this Final Order and Judgment shall be rendered null and void, *ab initio*, and shall  
23 be vacated *nunc pro tunc*, and this Action shall for all purposes with respect to the Parties  
24 revert to its status as of the day immediately before the day the Settlement was reached.  
25 The Parties shall be afforded a reasonable opportunity to negotiate a new case  
26 management schedule and/or trial schedule.

27 18. With respect to any matters that arise concerning the implementation of  
28 distributions to Class Members who have an Active Account (after allocation decisions

1 have been made by the Settlement Administrator in its sole discretion), all questions not  
2 resolved by the Settlement Agreement shall be resolved by the Plan administrator or  
3 other fiduciaries of the Plan, in accordance with applicable law and the governing terms  
4 of the Plan.

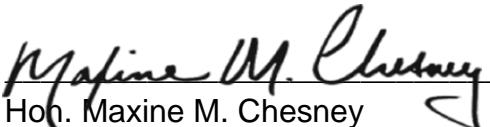
5 19. Within thirty (30) calendar days following the issuance of all settlement payments  
6 to Class Members as provided by the Plan of Allocation approved by the Court, the  
7 Settlement Administrator shall prepare and provide to Class Counsel and Defense  
8 Counsel a list of each person who received a settlement payment or contribution from the  
9 Qualified Settlement Fund and the amount of such payment or contribution.

10 20. Upon entry of this Order, all Settling Parties, the Settlement Class, and the Plan  
11 shall be bound by the Settlement Agreement and this Final Order and Judgment.

12 21. **Final Approval Granted:** The Motion for Final Approval of the Settlement is  
13 hereby GRANTED, the settlement of the Action is hereby APPROVED as fair, reasonable  
14 and adequate to the Plan and the Class, and the Parties are hereby DIRECTED to take  
15 the necessary steps to effectuate the terms of the Settlement Agreement.

16 22. **Judgment:** The Court hereby enters judgment on all claims, counts, and causes  
17 of action alleged in the Class Action. Notwithstanding the reservation of jurisdiction in  
18 Paragraph 15 of this Final Approval Order, this is a final and appealable judgment that  
19 ends the litigation of the Class Action. The Clerk is directed to enter this judgment in the  
20 civil docket forthwith.

21  
22 SO ORDERED this 4th day of April, 2025.

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25 Hon. Maxine M. Chesney  
26 United States District Judge  
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